

OCT 23 2018

FILED
Stephen C. Dries, Clerk

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN

UNITED STATES OF AMERICA,

GREEN BAY DIVISION

Plaintiff,

v.

Case No. 18CR198

PHILIP REINHART,

Title 18, United States Code § 371

Defendant.

INFORMATION

THE UNITED STATES ATTORNEY CHARGES:

1. From approximately December of 2013 through approximately November of 2014, in the State and Eastern District of Wisconsin,

**PHILIP REINHART and
UNINDICTED CO-CONSPIRATOR A**

knowingly conspired with each other and others to devise and participate in a scheme to defraud the Wisconsin Economic Development Corporation (WEDC), and to obtain money from the WEDC by means of materially false and fraudulent pretenses, representations, and promises.

2. The execution of that scheme involved the interstate wire transmission of writings, signs, and signals to accomplish the receipt of fraudulently obtained funds, in violation of Title 18, United States Code, Section 1343.

Background

3. At all times material to this Information:

a. Defendants Philip Reinhart and Unindicted Co-Conspirator A were employed by entities controlled by Ronald Van Den Heuvel. Van Den Heuvel purported to be a businessman in De Pere, Wisconsin.

b. Van Den Heuvel solicited loans and investments to pursue his "Green Box" business plan, which he represented as a plan to purchase the equipment and facilities necessary to employ proprietary processes that could convert solid waste into consumer products and energy, without any wastewater discharge or landfilling of byproducts.

c. Van Den Heuvel formed and controlled numerous business entities, including Green Box NA Green Bay, LLC ("Green Box-Green Bay"), a Wisconsin limited liability corporation that Van Den Heuvel formed and represented as pursuing the Green Box business plan in De Pere, Wisconsin.

d. Defendants Reinhart and Unindicted Co-Conspirator A worked to support the activities of Green Box-Green Bay in addition to Van Den Heuvel's other business entities.

e. Between approximately 2011 and 2015, Green Box-Green Bay and related entities obtained funds from lenders and investors, including the WEDC, under materially false pretenses, representations, and promises.

f. On or about January 4, 2012, the WEDC awarded Green Box-Green Bay a grant of up to \$95,500 to reimburse the costs of training employees in waste sorting, fuel pellet production, and liquefaction manufacturing, all of which were part of the Green Box business plan.

The Scheme

4. At Van Den Heuvel's direction, Reinhart and Unindicted Co-Conspirator A agreed to fabricate records about Green Box-Green Bay's training sessions in order to collect the entire \$95,500 in grant funds from the WEDC. Reinhart and Unindicted Co-Conspirator A knew that the trainings documented in the requests for disbursement of grant funds that were submitted to the WEDC had not occurred, and that the falsified records would cause the WEDC to disburse grant funds to Green Box-Green Bay.

5. Between December of 2013 and November of 2014, Reinhart and Unindicted Co-Conspirator A worked together to create three sets of documents related to training sessions purportedly conducted by Green Box-Green Bay. Each set of documents represented that named individuals affiliated with Green Box-Green Bay had received training on particular dates and on specified topics. Each set of documents identified, with specificity, the expenses incurred by Green Box-Green Bay for these training sessions.

6. The records created by Reinhart and Unindicted Co-Conspirator A were fraudulent. The listed training sessions that were submitted to WEDC never occurred.

7. On or about December 7, 2013, March 5, 2014, and November 20, 2014, Reinhart and Unindicted Co-Conspirator A, at the direction of Van Den Heuvel, finalized the fraudulent training records. In order to draw the WEDC grant funds, Green Box-Green Bay thereafter submitted the fraudulent training records to the WEDC via interstate wire communications.

8. These false records caused the WEDC to disburse the full grant amount of \$95,500 to Green-Box Green Bay.

Overt Acts

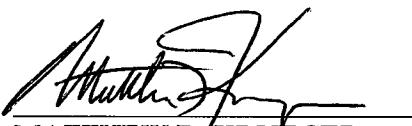
9. On December 19, 2013, Reinhart emailed WEDC employee S.S. to confirm that the funds requested by Green Box-Green Bay represented only training costs covered by the WEDC grant.

10. On March 17, 2014, Reinhart emailed WEDC employee J.B. submitting a request for payment of the training grant.

11. On November 21, 2014, Reinhart emailed WEDC employee J.B. submitting a request for payment of the training grant.

All in violation of Title 18, United States Code, Section 371.

Dated: October 19, 2018



MATTHEW D. KRUEGER
United States Attorney